

RECORDATION NO. 18468-0 FILED

JAN 25 '99

11-35 AM

ALVORD AND ALVORD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 22, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are four (4) copies of an Amendment No. 1 to Amended and Restated Lease Supplement No. 1, dated January 18, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Lease Supplement No. 1 previously filed with the Commission under Recordation Number 18468-F.

The names and addresses of the parties to the enclosed document are

Lessor Newcourt Communications Finance Corporation
 (f/k/a AT&T Credit Corporation)
 Two Gatehall Drive
 Parsippany, New Jersey 07054

Lessee Union Pacific Railroad Company
 (f/k/a Southern Pacific Transportation Company)
 1416 Dodge Street
 Omaha, Nebraska

A description of the railroad equipment covered by the enclosed document is

177 flat cars CTRN 500001 - CTRN 500177

Counterparts - Kim Bartman

Vernon A. Williams
January 22, 1999
Page 2

Also enclosed is a check in the amount of \$26 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

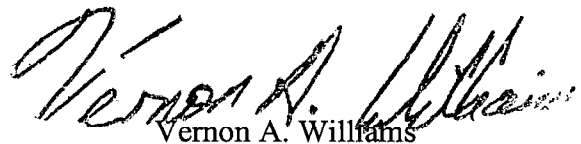
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.
11301 and CFR 1177.3 (c), on 1/25/99 at 11:35 AM, and
assigned recordation numbers (s): 18468-O and 18468 - P

Sincerely Yours,

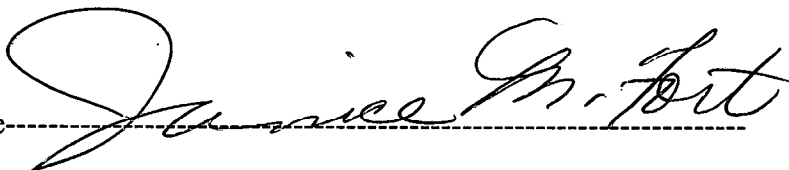

Vernon A. Williams

Enclosure(s)

52.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



RECORDATION NO.

18468-0
FILED

JAN 25 '99

11-35 AM

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED LEASE SUPPLEMENT NO. 1**

THIS AMENDMENT NO. 1, dated January 18, 1999 (this "Amendment"), to that certain **Amended And Restated Lease Supplement No. 1**, dated December 22, 1993, between AT&T Commercial Finance Corporation and Southern Pacific Transportation Company is executed and delivered by and between **NEWCOURT COMMUNICATIONS FINANCE CORPORATION, f/k/a AT&T Credit Corporation**, a Delaware corporation having a place of business located at c/o Newcourt Capital Inc., Two Gatehall Drive, 1st Floor, Parsippany, New Jersey 07054 ("Newcourt CFC"), as assignee of **AT&T Commercial Finance Corporation, n/k/a Newcourt Commercial Finance Corporation**, and **UNION PACIFIC RAILROAD COMPANY, f/k/a Southern Pacific Transportation Company**, a Delaware corporation having its principal place of business and chief executive offices located at 1416 Dodge Street, Omaha, Nebraska ("Union Pacific").

WITNESSETH:

WHEREAS, Southern Pacific Transportation Company ("Southern Pacific"), as lessee, and AT&T Commercial Finance Corporation, n/k/a Newcourt Commercial Finance Corporation ("AT&T-CFC"), as lessor, entered into that certain Amended and Restated Equipment Lease Agreement dated as of December 22, 1993 by and between Southern Pacific, as lessee, and AT&T-CFC, as lessor (the "Lease"), which amended and restated, in part, that certain Equipment Lease Agreement dated as of November 12, 1993 by and between Southern Pacific, as lessee, and AT&T-CFC, as lessor, as amended modified and supplemented, which latter document was previously filed and recorded with the Interstate Commerce Commission, n/k/a the Surface Transportation Board (the "ICC"), on November 12, 1993 and bears Recordation Number 18468; and

WHEREAS, the Lease was filed and recorded with the ICC on December 22, 1993 and bears Recordation Number 18468-E; and

WHEREAS, Southern Pacific, as lessee, and AT&T-CFC, as lessor, also entered into that certain Amended and Restated Lease Supplement No. 1, dated December 22, 1993, between Southern Pacific, as lessee, and AT&T-CFC, as lessor (the "Lease Supplement;" capitalized terms defined in the Lease Supplement and used, but not otherwise defined, in this Amendment shall have those meanings assigned to such terms in the Lease Supplement), which amended and restated that certain Lease Supplement No. 1, dated November 12, 1993, between Southern Pacific, as lessee, and AT&T-CFC, as lessor, as amended, modified and supplemented, which latter document was previously filed and recorded with the ICC on November 12, 1993 and bears Recordation Number 18468-A; and

WHEREAS, the Lease Supplement was filed and recorded with the ICC on December 22, 1993 and bears Recordation Number 18468-F; and

WHEREAS, on February 1, 1998, (i) Union Pacific Railroad Company, a Utah corporation, was merged with and into Southern Pacific with Southern Pacific continuing as the surviving corporation; and (ii) Southern Pacific's corporate name was changed to, and Southern Pacific is now known as, "Union Pacific Railroad Company"; and

WHEREAS, on May 1, 1998, AT&T-CFC assigned to Newcourt CFC each and all of its rights, title and interests, and delegated to Newcourt CFC each and all of its agreements, duties and obligations, and Newcourt CFC purchased and took an assignment from AT&T-CFC of each and all of AT&T-CFC's rights, title and interests, and accepted a delegation from AT&T-CFC of each and all of AT&T-CFC's agreements, duties and obligations, under or pursuant to, among other things, the Lease and the Lease Supplements; and

WHEREAS, Union Pacific and Newcourt CFC desire to amend the Lease Supplement in the manner set forth hereinbelow;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby amend the Lease Supplement as follows:

1. Schedule A to the Lease Supplement is hereby amended and restated in its entirety to read as set forth in Schedule A to this Amendment, its being understood and agreed that such amendment and restatement operates solely to amend the respective prefixes to the serial numbers denoting and identifying certain 100-ton twin trough coil steel flat cars manufactured by Thrall Car Manufacturing Company (collectively, the "Subject Cars") originally described in the Lease Supplement, and not to replace or substitute for, or otherwise alter the nature, composition or identity of, any of the Subject Cars. Any and all references in the Lease Supplement to "Schedule A" shall hereafter be deemed for all purposes to be a reference to Schedule A to this Amendment.

2. This Amendment is an integral part of the Lease Supplement. Except as expressly amended hereby, the Lease Supplement and each and all documents, instruments and agreement relating thereto remain unchanged and in full force and effect.

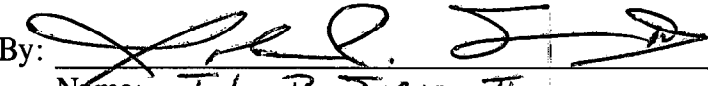
3. Unless the context otherwise requires, use of the singular number in this Amendment shall include the plural number and vice versa, and use of one gender herein shall include each other gender and vice versa. Use of the words, "hereof", "herein", "hereby", "hereto", "hereunder" or words of similar import in this Amendment refer to this Amendment as a whole and not to any specific sentence, subsection, section or part of this Amendment.

4. By executing this Amendment on behalf of any party hereto, each signatory to this Amendment represents and warrants that he or she has full and valid authority to enter into this Amendment on behalf of the entity for which he or she signs.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

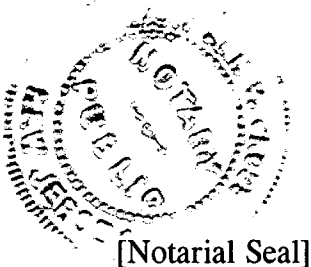
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective representatives thereunto duly authorized as of the day and year first above written.

**NEWCOURT COMMUNICATIONS FINANCE CORPORATION,
f/k/a AT&T Credit Corporation, as assignee of AT&T
Commercial Finance Corporation, n/k/a Newcourt Commercial
Finance Corporation**

By: 
Name: John P. Sirico, II
Title: Vice President

State of New Jersey)
:
County of Morris)

On this 18th day of January, 1999, before me personally appeared, John P. Sirico, II, to me personally known, who being by me duly sworn, did say that he is a Vice President of Newcourt Communications Finance Corporation, f/k/a AT&T Credit Corporation, that the foregoing instrument was signed on January 18, 1999 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Mary Ann V. Gross
Notary Public

MARY ANN V. GROSS
Notary Public of New Jersey
My Commission Expires July 2, 2002
My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective representatives thereunto duly authorized as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY,
f/k/a Southern Pacific Transportation Company

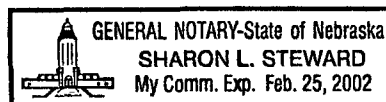
By: David L. Brighley
Name: DAVID L. BRIGHLEY
Title: MANAGER LEASES

State of Nebraska)
:
County of Douglas)

On this 20th day of January, 1999, before me personally appeared, David L. Brighley, to me personally known, who being by me duly sworn, did say that he is a Manager - Leases of **Union Pacific Railroad Company, f/k/a Southern Pacific Transportation Company**, that the foregoing instrument was signed on January 20th, 1999 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

Sharon L. Steward
Notary Public

[Notarial Seal]



My commission expires: 2/25/02.

**SCHEDULE A
TO
AMENDMENT NO. 1
TO
AMENDED AND RESTATED LEASE SUPPLEMENT NO. 1
DATED DECEMBER 22, 1993
BETWEEN
AT&T COMMERCIAL FINANCE CORPORATION
AND
SOUTHERN PACIFIC TRANSPORTATION COMPANY**

"SCHEDULE A

Equipment description: 100-ton twin trough coil steel flat cars.

Manufactured by: Thrall Car Manufacturing Company.

Car Numbers:

CTRN 500001 through CTRN 500177, inclusive."